

Terms and Conditions

“Goods” means the subject matter of the contract and one or a number of items whether or not identical or similar.

“Company” means Mission Rubber (UK) Limited.

“Customer” means the Company body, firm of person buying the product.

Contract, Quotations, Tenders and Price Lists

Tenders, quotations and price lists are subject to withdrawal at any time by the Company without notice. The Company has the right to amend these conditions of sale without notification. In future dealings with the Company, the Customer will be bound by any amended terms upon receipt of a copy. Acceptance of any quotation, tender or price-list will not affect a binding contract unless confirmed by the Company in writing or by delivery of the Goods, the following conditions shall be deemed to be incorporated in the contract. The contract will be subject to these conditions. Terms and conditions appearing in or referred to in any order of the Customer or otherwise stipulated by the Customer shall not be binding on the Company. Any variation by us or the Customer of the contract must be confirmed in writing by the Company prior to despatch of the Goods. Notwithstanding any offer, quotation, tender or price list, orders are accepted only subject to the condition that the Goods will be invoiced at the prices ruling at the date of their despatch.

Unless otherwise stated:-

Contract price and all prices shown in quotations, tenders and price lists are “ex works” prices and do not include VAT, or any other tax or duty which will be paid by the Customer to the Company at the rate ruling on the date that Goods are despatched. The contract price and the price stated in any quotation, price list or tender is exclusive of any tax or cost relating to the export, import or delivery of the Goods beyond the point of delivery specified in the contract. Any such tax or cost relating to the export, import or delivery of the Goods beyond the point of delivery will be payable by the Customer to the Company. The Customer agrees that the Company shall be entitled to assume that all drawings, descriptions, specifications and other information supplied by the Customer to the Company whether verbal or written are in all respects complete, accurate and entirely suitable for the Customer requirements. The Customer shall indemnify the Company in respect of all costs which the Company incurs through no fault of the Company as a result of any change in the requirements after the contract.

Terms of Payment

All invoices must be paid by the end of the following month in which delivery of the Goods was made, unless the Company has agreed otherwise. In the event of late payment, any cash discounts previously agreed shall be withdrawn. Notwithstanding, these standard terms the Company reserves the right in any case (without any reason being given) to require a Customer to make payment in full for any order prior to delivery where these or other terms have been agreed between the Customer and the Company. Except in the case of the manifest error, all invoices raised by the Company shall be deemed to be correct unless the Customer notifies the Company of any discrepancies within 7 days of receipt. If any payment is not made strictly in accordance with any credit account or other terms agreed by the Company any other invoices which may be unpaid (irrespective as to whether or not they have fallen due in accordance with the said terms) shall become immediately payable in full. Should any payment not be made strictly in accordance with any credit account or other terms agreed by the Company, the Company reserves the right to cancel any other order or contract (or any part or parts thereof). Any claims of the Company against the Customer in respect of any cancelled orders or contract or otherwise shall not be prejudiced in any way. The Company may refuse to accept any order from or deliver any Goods to the Customer where the invoice for those Goods would result in the Customer owing the Company a sum greater than any credit limit agreed by the Company. The level of credit provided by the Company to any Customer is entirely within the discretion of the Company which may be reduced or withdrawn at any time without prior notice to the customer. The Company’s invoices are calculated by computer and net invoice prices are calculated to two decimal places. Interest shall be payable on any account which is not paid in accordance with the terms agreed between the Company and the Customer. Interest shall be calculated from the date of invoice and be at 4% above the base rate for the time being of the Royal Bank of Scotland

Retention of Title

Delivery and the passing of risk in the Goods, or any other provisions of these conditions, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Company to the Customer for which payment is then due. Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company’s duciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company’s property but the Customer may resell or use the Goods in the ordinary course of its business. Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Company may at any time require the Customer to deliver up the Goods to the Company and if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Goods are stored and repossess the Goods. The Customer shall not be entitled to pledge or in any way charge by the way of security or indebtedness any of the Goods which remain the property of the Company but if the Customer does so all monies owing by the Customer to the Company shall (without limiting any other right or remedy of the Company) forthwith become due and payable. The Company may maintain any action for the price of the Goods notwithstanding that title in them has not passed to the Customer.

Availability and Time

Goods from stock on or within a given time or period are made subject to the availability of the Goods at a given time. Unless expressly agreed by the Company, time shall not be of the essence in any contract. The Company will not be liable in any circumstances (whether the fault be that of the Company or not) for the consequences of any delay in delivery or performance or failure to deliver or perform for whatever reason

Delivery

The risk in the Goods passes to the Customer when the Goods are collected from the Company’s works or delivered to the Customers premises or site and the Company accepts no responsibility for any damage thereafter unless the contract otherwise stipulates. Whilst every effort is made to meet collections, delivery arrangements or performance dates these are approximate only and unless otherwise expressly stated, time is not of the essence for delivery or performance and the Company will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform. No delay shall entitle the Customer to either refuse to take delivery of or make payment for any order or part of any order or repudiate any contract with the Company. Where delivery is made by the Company to the Customer, the Company will only consider a claim by the Customer in respect of loss or damage in transit if the Customer either: gives written notice to the Company within 21 days of non-delivery or within seven days of delivery of the Goods in any other case or complies in all respects with the freight carriers conditions of carriage for notifying claims for loss or damage in transit where the Goods are transported by an independent freight carrier. Offers to deliver Goods are for delivery by motor vehicle to a good hard road with reasonable access close to the site where the Goods are to be used or stored. Without prejudice to any other rights of the Company, if for any reason the Customer is unable to accept delivery of the Goods when the Goods are due and ready for delivery, the Company may arrange storage of the Goods at the Customers risk and the Customer shall be liable to the Company for the reasonable cost of such storage.

Quality & Standards Warranty and Limit of Responsibility

It is the Customer’s responsibility to:

- Inspect and check the Goods of which the Company supplies as soon as practicable after receipt thereof to ensure that they are in accordance with the order placed by the Customer. This should preferably be done before signature of the Company’s delivery note or within 5 working days of receipt of the Goods or execution of the said work after which the period the Customer shall be deemed to have accepted the product. The Customer agrees that such a period is reasonable. The Customers rights of acceptance and/or rejection of the Goods shall be construed in all respects in accordance with this clause and any other rights of the Customer in respect of acceptance and/or rejection whether statutory or otherwise are hereby excluded
- Take all steps which are reasonably practicable to mitigate any loss in respect of any Goods which are defective and the Company shall not be responsible for any loss which would have been avoided if such steps had been taken. The Company warrants that it will repair or replace any Goods which are accepted by the Company as being defective or not in accordance with the contract within a period of three months from the date of despatch of such Goods from the Company’s works with the Company to be the sole arbiter as to whether the Goods are defective. The Customers remedies in respect of any claim under the forgoing express warranty or any claim under any condition or warranty implied by law or any other claim in respect of the Goods or any workmanship in relation thereto (whether or not due to or caused by the negligence of the Company) shall be limited to the replacement or repair of the Goods at the election of the Company. Any condition or warranty implied by law shall cease to apply as from expiry of the warranty period. The Company’s liability in respect of any loss whether direct or consequential for any reason whether under the warranty or any condition or warranty implied by law shall in all cases be limited in value to the total of the Company’s invoice in respect of the said Goods. The Company will not be liable for any claim in respect of any Goods either manufactured or supplied by the Company after such Goods have been laid, erected, subjected to any process or processes or otherwise used by the Customer or others beyond the Company’s control in a manner contrary to the Company’s recommendation or to good practice. Except as provided for in clauses in these conditions, the Company shall not in any circumstances (whether caused by the negligence of the Company or not) be liable for any damages, compensation, costs, expenses, losses or other liabilities whether direct or consequential and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule or law.

Returns

The Company will not be responsible to accept the return of Goods duly supplied in pursuance of the Customers order. In any case, where the Company agrees to accept the return of Goods so supplied, this will in the absence of agreement to the contrary be subject to the Company’s normal haulage and restocking charges at the time.

Health and Safety

The Customer agrees to pay due regard to any information or any revised information whenever supplied by the Company relating to the use for which the Goods are designed or have been tested or concerning the conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work or when they are dismantled or disposed of, and the Customer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonably practicable, the Goods will be safe and without risk to health at all times as mentioned above. For these purposes the Customer is deemed to have been given a reasonable opportunity to test and examine the Goods before delivery. The Customer agrees to provide sufficient instruction and equipment to those who use the Goods to ensure their safety. The Customer agrees to indemnify the Company for loss or damage caused by any breach of this clause.

Jurisdiction

All contracts are governed by English law unless expressly agreed to the contrary and the parties hereby submit to the exclusive jurisdiction of the English Courts.